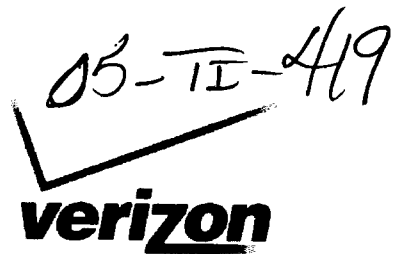


Paul R. Verhoeven
State Manager
Regulatory Affairs/Tariffs



100 Communications Drive
P.O. Box 49
Sun Prairie, WI 53590-0049

Phone: 608-837-1771
FAX: 608-837-1733
E-mail: paul.verhoeven@verizon.com

December 7, 2000

Lynda Dorr
Secretary to the Commission
Public Service Commission of Wisconsin
P.O. Box 7854
Madison, WI 53707-7854

Notification of an executed first amendment to the Interconnection }
Agreement between Verizon North Inc ("Verizon") f/k/a/ GTE }
North Incorporated and Airadigm Communications ("Airadigm") }

Dear Ms. Dorr,

Enclosed are the required five (5) copies of the referenced executed first amendment to the agreement between Verizon North Inc ("Verizon") f/k/a/ GTE North Incorporated, Airadigm Communications ("Airadigm"). The Interconnection Agreement was approved on December 8, 1997 in docket numbers 7989-TI-101 and 2180-TI-118.

I have been authorized by Airadigm to submit this filing to the Public Service Commission pursuant to 47 U.S.C. Section 252(e) and in recognition of the Public Service Commission's jurisdiction in this matter.

If you have questions relating to this matter, I can be contacted at the above numbers.

Very Truly Yours,

Handwritten signature of Paul R. Verhoeven.

Paul R. Verhoeven

c: Mr. Bob Schulze
Airadigm Communications
2301 Kelbe Drive
Little Chute, WI 54140

Ken Barth – Public Service Commission of Wisconsin

RECEIVED
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WISCONSIN PUBLIC SERVICE
COMMISSION

**FIRST AMENDMENT TO
INTERCONNECTION AGREEMENT
BETWEEN
VERIZON NORTH INC. F/K/A GTE NORTH INCORPORATED
AND
AIRADIGM COMMUNICATIONS**

THIS FIRST AMENDMENT to Interconnection Agreement (the "Agreement") which became effective December 22, 1997, is by and between Verizon North Inc. f/k/a GTE North Incorporated (collectively "Verizon") and Airadigm Communications ("Airadigm"), Verizon and Airadigm being referred to collectively as the "Parties" and individually as a "Party". This First Amendment covers services in the state of Wisconsin (the "State").

WHEREAS, the Agreement, was approved by the Commission's Order dated December 8, 1997 in Docket No. 2180-T1-118/7989-T1-101 (Agreement); and

WHEREAS, subsequent to the approval of the Agreement, Airadigm and Verizon agreed to amend the Agreement; and

WHEREAS, pursuant to Section 252(a)(1) of the Act, the Parties wish to amend the Agreement; and

NOW, THEREFORE, in consideration of the mutual promises, provisions and covenants herein contained, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Article II, Section 1.44 of the Agreement which stated:

Local Traffic – for purposes of compensation between Parties, means traffic that is originated by an end user of one Party and terminates to the end user of the other Party within the same MTA (Major Trading Area) and, for Verizon-originated traffic, within the same LATA, provided that the end user of Airadigm receives service on a two-way basis pursuant to the Airadigm CMRS license.

Is hereby modified and replaced with the following language:

Local Traffic – for purposes of compensation between the Parties, means:

- (a) Verizon Traffic that is originated by a Verizon end user customer and terminated to a two-way wireless end user customer of Airadigm located within the same MTA. "Verizon Traffic" is traffic originated by a Verizon end user customer and routed by Verizon as part of a Verizon retail service offering including, but not limited to, local service, EAS, and intraLATA toll service. Verizon Traffic does not include traffic originated by a Verizon end user customer that is subsequently routed by another carrier, such as an IXC, as part of a service provided by that other carrier to that Verizon end user customer.

- (b) Airadigm Traffic that is originated by an end user customer of Airadigm and terminated to a Verizon end user customer located within the same MTA. "Airadigm Traffic" is traffic originated by a two-way wireless end user customer of Airadigm and routed by Airadigm as part of a wireless service of Airadigm.

The applicable cell site at the beginning of the call will determine the location of the end user customer of Airadigm. Local Traffic excludes Enhanced Service Provider (ESP) and Internet Service Provider (ISP) traffic, including but not limited to Internet, 900/976, etc., and Internet Protocol based long distance telephony.

2. If any provision in the Agreement conflicts with this First Amendment, this First Amendment shall control.
3. By execution of this First Amendment, the Agreement shall continue in effect in accordance with, and subject to, the term and termination provisions of the Agreement.

IN WITNESS WHEREOF, each Party has executed this First Amendment and it shall be effective upon execution by both Parties.*

VERIZON NORTH INC. f/k/a
GTE NORTH INCORPORATED

AIRADIGM COMMUNICATIONS

By: *Steven J. Pitterle*

By: *Bob Schulze*

Name: Steven J. Pitterle

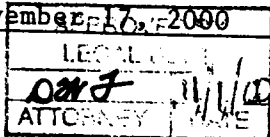
Name: BOB SCHULZE

Title: Director - Negotiations
Network Services

Title: SENIOR VICE PRESIDENT

Date: November 17, 2000

Date: 11/8/00



* Verizon has agreed to allow this Amendment to become effective upon execution in order to permit Airadigm to proceed with implementation of its competitive business strategies and plans prior to the approval of the Amendment by the Commission. Notwithstanding the possible rejection or modification of this Agreement by the Commission, the Parties agree that all of their obligations and duties hereunder shall remain in full force and effect pending the final disposition of the Commission review and approval process.